

EMPLOYEE GROUP LEGAL SERVICES AGREEMENT
RFP 08-0014

THIS EMPLOYEE GROUP LEGAL SERVICES AGREEMENT (the "Agreement"), made by and between Lake County, Florida, a political subdivision of the State of Florida, located at 315 West Main Street, P.O. Box 7800, Tavares, Florida 32778 ("Lake County"), and U.S. Legal Services, Inc., a Florida corporation, with offices at 8133 Baymeadows Way, Jacksonville, Florida 32256 ("U.S. Legal").

RECITALS

A. Lake County operates and governs an employee group legal plan for Florida participants; and

B. U.S. Legal is engaged in the business of developing and providing a comprehensive legal service plan to serve employees; and

C. Lake County desires to engage U.S. Legal, and U.S. Legal desires to accept such non-exclusive engagement effective October 1, 2008, to develop and provide a legal service plan to Lake County's Florida participants, as more fully described below, pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually covenant and agree as follows:

1. **Definitions and Construction.** Capitalized terms herein shall have those definitions given to them below. Certain other capitalized terms shall have the meanings given to them elsewhere in this Agreement. Unless expressly stated otherwise, when used in this Agreement: (i) "including" means "including, without limitation;" (ii) the words, "hereof," "herein" and similar words refer to this Agreement as a whole and not to any particular part; (iii) "or" means "either or both" and (iv) references to Sections and Exhibits refer to the corresponding Sections and Exhibits.

"Affiliates" shall mean, with respect to any Person, any other Person directly or indirectly controlling controlled by or under common control (i.e. the power to direct affairs by reason of ownership of voting stock, by contract or otherwise) with such Person and any member, director, officer or employee of such Person.

"Law" shall mean any domestic or foreign country statute, law, rule, regulation, ordinance, code, directive or order, including without limitation, any court or administrative order.

"Person" shall mean an individual, corporation, partnership, limited liability company, Lake County, unincorporated organization or other legal entity or governmental body, or their equivalent under the applicable legal system.

"Scope of Services" shall mean the legal services required of U.S. Legal in performance of its obligations under this Agreement as set forth in Exhibit "A", attached hereto and incorporated herein by reference.

Employee(s)" shall mean any benefits eligible employees covered by Lake County in Florida.

"Participant" shall mean eligible employees and their eligible dependents.

2. **Services.** Subject to the terms and conditions of this Agreement, U.S. Legal shall provide personal legal services to Employees that fully conform to the Scope of Services (the "Legal Plan") effective October 1, 2008.

2.1 U.S. Legal shall provide the Legal Plan set forth in the Scope of Services, and render full and prompt cooperation with Lake County, Employees, and participants in all aspects of the Legal Plan performed hereunder.

2.2 U.S. Legal and participants acknowledge that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of the Legal Plan under this Agreement. All things not expressly mentioned in this Agreement, but necessary to carrying out its intent are required by this Agreement, and U.S. Legal shall perform the same as though they were specifically mentioned, described and delineated.

2.3 U.S. Legal shall not solicit individual employees to sign up for services unless such solicitation is pre-approved by Lake County.

3. **Term.**

3.1 The term of this Agreement shall be for a period of one (1) year from the commencement of services date. Thereafter upon mutual agreement of both parties, this Agreement may be renewed for an additional two (2) terms of one (1) year each.

3.2 Notwithstanding any such termination of this Agreement, the parties hereto hereby agree that the restrictive covenants, including the confidentiality covenant contained herein and the remedies associated therewith, and those other provisions contained herein which by their very terms continue after termination of this Agreement, shall survive any such termination of this Agreement.

3.3 This Agreement may be terminated by the Lake County upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the Lake County until said work or service(s)/Task(s) is completed and accepted.

A. **Termination for Convenience.** In the event this Agreement is terminated or cancelled upon the request and for the convenience of Lake County with the required 30 day advance written notice, Lake County shall reimburse U.S. Legal for actual work satisfactorily completed.

B. **Termination for Cause.** Termination by Lake County for cause, default, or negligence on the part of U.S. Legal shall be excluded from the foregoing provision. Termination costs, if any, shall not apply.

The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years - When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the U.S. Legal shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

4. Payment Terms.

4.1 Payment. Lake County shall pay for the cost of the Legal Plan based solely on the price and fees quoted by U.S. Legal effective October 1, 2008. The price shall be Eighteen Dollars and Seventy Five Cents (\$18.75) per month, per participant. No charge shall be charged or payable by a participant for services provided herein except as provided in the scope of services attached hereto as Exhibit A.

4.2 Price. The price quoted by U.S. Legal to perform the Legal Plan hereunder shall remain fixed for the Term of the Agreement, including the option years; however, U.S. Legal may offer incentive discounts for services not provided for herein to Lake County and participants at any time during the Term and any extension thereof.

4.3 Invoices. Invoices shall be submitted in duplicate to Susan Irby, Manager, Employee Services, P.O. Box 7800, Tavares, Florida 32778 on a monthly basis. Each invoices shall contained the RFP number and a detailed description of the services and fees. Lake County shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

5. Representations, Warranties and Covenants.

5.1 U.S. Legal Representations, Warranties and Covenants. U.S. Legal represents, warrants and covenants to Lake County that:

5.1.1 it is in compliance with and will comply with all Laws with respect to its rights and obligations under this Agreement and including applicable legal regulatory rules and ethics obligations of its attorneys providing services to the participants;

5.1.2 it is a corporation duly organized and validly existing under the laws of Florida;

5.1.3 it has the power and authority to enter into this Agreement and to fully perform its obligations hereunder, except as enforcement may be limited by bankruptcy, insolvency, fraudulent conveyance or other similar laws affecting the enforcement of creditors' rights generally and further subject to general principles of equity and public policy;

5.1.4 it shall provide the Legal Plan in accordance with and subject to the terms and conditions set forth and full payment of costs for covered services in this Agreement;

5.1.5 it has obtained, and shall maintain in full force during the Term hereof, such international, federal, state and local authorizations as are necessary to operate the business it is conducting in connection with its rights and obligations under this Agreement as well as professional malpractice insurance which is customary in connection with the scope of services provided for herein.;

5.1.6 the Legal Plan contemplated by this Agreement, does not and shall not:

(i) violate any applicable Law, regulation, judgment, injunction, order, decree or third party right, or (ii) violate the organizational documents of U.S. Legal; or (iii) require any notice or consent or other action by any Person under, constitute a default under, or give rise to any right of termination, cancellation or acceleration of any right or obligation of U.S. Legal, or to a loss of any benefit to which U.S. Legal is entitled under, any agreement or other instrument binding upon U.S. Legal or any license, franchise, permit or other similar authorization held by U.S. Legal; and

5.2 Survival of Representations and Warranties. All representations and warranties contained herein or made by U.S. Legal in connection herewith shall survive termination of this Agreement and any independent investigation made by Lake County.

6. Confidentiality.

6.1 General Confidentiality. Each party who receives Confidential Information hereunder (a "Receiving Party") from the other party hereunder (a "Disclosing Party") agrees that they and their respective employees and subcontractors shall maintain, in confidence, the Confidential Information of the Disclosing Party, and that they have not and will not reveal the Confidential Information including membership and participant date of the Disclosing Party to any Persons not employed by the other party except: (i) at the written direction of the Disclosing Party; (ii) to the extent necessary to comply with applicable law or the valid order of a court of competent jurisdiction, in which event the party making such disclosure shall so notify the Disclosing Party as promptly as practical (and, if possible, prior to making any disclosure) shall seek confidential treatment of such information, or in connection with any arbitration proceedings; or (iii) in order to enforce any of its rights pursuant to this Agreement.

6.2 Lake County Confidential Information. By specification, without otherwise limiting the scope of Lake County's Confidential Information, the parties acknowledge that the Legal Plan, and any and all ideas principles, concepts, procedures, Lake County's participant list, methods of operation and mathematical operations related to the foregoing will be deemed to be Confidential Information of Lake County.

6.3 These provisions shall survive termination of this agreement.

7. Press Release or Other Public Communication. Under no circumstances shall U.S. Legal, without the express written consent of Lake County, which consent may be withheld;

7.1 issue or permit to be issued any press release, advertisement or literature of any kind that refers to Lake County, or the Legal Plan being performed hereunder; and

7.2 except as may be required by law, U.S. Legal and its employees, agents, supplier and Affiliates will not represent, directly or indirectly, that any service provided by U.S. Legal or such parties has been approved or endorsed by Lake County.

8. Miscellaneous.

8.1 Separate Entities. No officer, employee, agent, servant or independent contractor of either party hereto or their respective subsidiaries or Affiliates shall at anytime deemed to be an employee, servant or agent of the other party for any purpose whatsoever and the parties shall use commercially reasonable efforts to prevent any such misrepresentation. Nothing in this Agreement shall be deemed to create any joint venture, partnership or principal-agent relationship between U.S. Legal and Lake County, and neither shall hold itself out in its advertising or in any other manner that would indicate any such relationship with the other.

8.2 Sub-Contractual Relations. U.S. Legal shall not retain the services of sub-contractors to perform any of the obligations under this Agreement.

8.3 Waiver. The failure of any party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or similar nature. All rights and remedies reserved to either party shall be cumulative and shall not be in limitation of any other right or remedy that such party may have at law or in equity.

8.4 Notices. All notices hereunder shall be in writing and delivered by hand or Sent by certified mail, return receipt requested, facsimile, or a nationally recognized overnight delivery service to the receiving party at its address set forth below or as otherwise designated "by written notice given in accordance with this Section 9.4.

Notice to U.S. Legal shall be provided as follows:

U.S. Legal Services, Inc.
8133 Baymeadows Way
Jacksonville, Florida 32256
Attn.: Marie M. Forbes, President
Phone: (904) 448-6000 or (800) 356-LAWS
Fax: (904) 730-0023

Notice to Lake County shall be provided as follows:

Lake County, Florida
315 West Main Street
P.O. Box 7800
Tavares, Florida 32778
Attn: County Manager
CC: Employee Services Director
Phone: (352) 343-9888
Fax: (352) 343-9495

Notice given by mail shall be considered to have been given five (5) days after the date of mailing, postage prepaid certified or registered mail. Notice given by facsimile shall be considered to have been given on the date receipt thereof is electronically acknowledged. Notice given by an overnight delivery service shall be considered to have been given on the second business day after the date of delivery of the properly addressed and prepaid notice to the overnight service.

8.5 Binding Agreement: Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. U.S. Legal may not assign by transfer, by operation of law or otherwise, without the prior written consent of Lake County, which may be withheld. Lake County may, without U.S. Legal Services consent at any time assign its rights and obligations under this Agreement without recourse and, in whole or in part: (i) to any Affiliate or to a successor entity to the [Lake County]'s business; (ii) to a third party, provided Lake County remains primarily liable for the performance of such third party's obligations hereunder.

8.6 Governing Law. In the event that it becomes necessary to enforce the terms of this Agreement, the validity, construction, interpretation and performance of this Agreement and the remedies for its enforcement or breach shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and fully performed therein, without giving effect to its laws or rules relating to the conflict of laws, except as to the extent ERISA is applicable in which case federal law shall apply.

8.7 Jurisdiction and Venue. The parties hereto unconditionally and irrevocably: (i) submit to the exclusive jurisdiction and venue of the state and federal courts located in Lake County, Florida; and (ii) waive any objections they may have at any time to the laying of venue of any suit, action or proceeding relating hereunder.

8.8 Survival. Termination of this Agreement shall not relieve either party of any of its liabilities or obligations hereunder, including, without limitation, those set forth in Sections 5, 6, 7, 8.6, 8.7, 8.8 and this Section 8.9, or any other provision of this Agreement that by its nature shall survive termination.

8.9 Entire Agreement and Section Headings. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior and contemporaneous agreements, arrangements, or understandings relating to the subject matter

hereof. This Agreement shall not be modified other than in writing, signed by each of the parties hereto. The section headings hereof are for the convenience of the parties only and shall not be given any legal effect or otherwise affect the interpretation of this Agreement.

8.10 Severability. The parties agree that each provision of this Agreement shall be construed as separable and divisible from every other provision and that the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision hereof except that if the services herein contemplated are not or cannot be provided there is no obligation on the part of Lake County to pay U.S. Legal Services.

8.11 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts together shall constitute but one and the same instrument. The parties also agree that this Agreement shall be binding upon the faxing by each party of a signed signature page thereof to the other party.

8.12 U.S. Legal shall provide at its own expense to Lake County such statistical information as may be reasonably obtained with respect to plan utilization and nature of services provided.

8.13 U.S. Legal shall provide at its own expense such promotional and informational materials as reasonably necessary to provide the plan to eligible participants of Lake County including the costs relating to mail and distribution thereof.

8.14 In the event of any conflict between the terms of this Agreement and Exhibit A attached hereto, the terms of this Agreement shall prevail over the conflicting terms in Exhibit A.

8.15 Insurance. U.S. Legal shall provide and maintain during the entire term of this Agreement insurance in the following types and limits with a company or companies authorized to do business in the State of Florida. U.S. Legal shall not commence work under this Agreement until Lake County has received an acceptable certificate or certificates of insurance evidencing the required insurance, with is as follows:

General Liability		
Each Occurrence/General Aggregate		\$1,000,000
Products-Completed Operations		\$1,000,000
Personal & Adv. Injury		\$1,000,000
Fire Damage		\$50,000
Medical Expense		\$5,000
Contractual Liability		\$300,000

Lake County, a political subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interests may appear on the general liability policy.

Worker's Compensation insurance in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to obtain workers compensation insurance, U.S. Legal must provide a notarized

statement that if they are injured, they will not hold the Lake County Board of County Commissioners responsible for any payment or compensation.

U.S. Legal shall carries Professional Liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$1,000,000.

U.S. Legal shall ensure that each of its members carries Professional Liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$100,000 and annual aggregate of \$300,000. U.S. Legal shall provide proof of any individual members professional liability insurance coverage upon request.

Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to Lake County of any change or cancellation of the required insurance. Certificates of Insurance shall identify the RFP number in the Description of Operations section of the Certificate. The Certificate holder shall be LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800.

Lake County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of U.S. Legal and/or subcontractors providing such insurance.

8.16 Indemnity. U.S. Legal shall indemnify and hold Lake County and its agents, officers, commissioners or employees harmless for any damages resulting from failure of U.S. Legal to take out and maintain the above insurance. Additionally, U.S. Legal agrees for good and valuable consideration in the amount of \$10.00 to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of U.S. Legal, its agents, employees or representatives, in the performance of U.S. Legal's duties set forth in this Agreement.

8.17. Right to Audit. Lake County reserves the right to require U.S. Legal to submit to an audit by any auditor of Lake County's choosing. U.S. Legal shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. U.S. Legal shall retain all records pertaining to this Agreement and upon request make them available to the Lake County for three (3) years following expiration of the Agreement. U.S. Legal agrees to provide such assistance as may be necessary to facilitate the review or audit by Lake County to ensure compliance with applicable accounting and financial standards.

8.18. Public Records. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of Lake County shall be the property of Lake County and will be turned over to Lake County upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each

file and all papers pertaining to any activities performed for or on behalf of Lake County are public records available for inspection by any person even if the file or paper resides in U.S. Legal's office or facility. U.S. Legal shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated.

8.19 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. U.S. Legal certifies that it is not now on the convicted vendor list, and acknowledges that if U.S. Legal is later placed on such list, Lake County shall have the option to terminate this Agreement.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

U.S. LEGAL SERVICES, INC.

By: Marie M. Forbes
Name: Marie M. Forbes
Title: President

COUNTY

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Neil Kelly
Neil Kelly, Clerk
of the Board of County
Commissioners of Lake
County, Florida

Welton Cadwell
Welton Cadwell
Chairman

This 7th day of August, 2008

Approved as to form
and legality:

Sanford A. Minkoff
Sanford A. Minkoff
County Attorney

EXHIBIT A: SCOPE OF SERVICES

U.S. LEGAL SERVICES PLAN

I. INTRODUCTION

U.S. Legal Services, Inc. has been established to make legal services available at a reasonable cost. The legal services described herein shall be furnished to members who wish to enroll and pay a monthly fee. The Plan is to be administered by U.S. Legal Services, Inc., a Florida corporation, hereinafter U.S. Legal.

II. DEFINITIONS

1. Plan - the U.S. Legal Services Plan.
2. Plan Member Application - the agreement entered into by the Plan Member and U.S. Legal.
3. Contribution - the amount paid for services offered.
4. Attorney(s) - any person properly licensed to practice law in the State of Florida.
5. Designated Attorney - one selected by U.S. Legal to provide legal service to a Plan Member.
6. Plan Member - person who signed the application and all family eligible for benefits under this Plan as defined in Part III herein.
7. Area - shall mean the county where the Plan Member resides.

III. PARTIES TO WHOM BENEFITS ARE AVAILABLE

The benefits provided by the Plan shall be available for the following persons, in addition to the named Plan Member, who shall be related to the Plan Member as follows with written authorization from eligible Plan Member:

1. Spouse, residing in same residence or domestic partner under the stipulation that they show proof to the designated attorney that they have been in a committed relationship for no less than one year.
2. ~~An unmarried child (including adopted and step children) under 18 years of age and is dependent upon the Plan Member for support and maintenance.~~
3. An unmarried child (including adopted and step child) under 23 years of age, whether or not living at the Plan Member's residence, who is dependent upon Plan Member for support and maintenance and is a full time student in high school, college, university, etc. (written proof from institution may be required) and is residing on or near such school in pursuit of such studies, providing such quarters are in a state where a Plan Attorney is available.

IV. OPERATION AND ADMINISTRATION OF PLAN

The Plan is administered by U.S. Legal which shall provide services for Plan Members through attorney(s) contracted with U.S. Legal.

U.S. Legal as Plan Administrator will enter into contractual agreements with attorney(s) to provide legal services to Plan Members. Attorney(s) who shall have entered into an Attorney Agreement with U.S. Legal are known as "designated attorneys."

The designated attorney(s) will be selected on the basis of geographical proximity to Plan Members, and their general professional reputation.

The Plan Administrator shall maintain control over administrative procedures. The Plan Administrator may alter, amend or expand the legal aspects and procedures of the Plan at any time; however, any changes shall be prospective in operation only, and shall not deprive a Plan Member of services to which he was entitled in connection with any matter pending at the time of any change. The Plan Member shall be notified of this change at least thirty (30) days in advance.

No Plan Member is required or obligated to consult with or be represented by a Designated Attorney. Each Plan Member shall remain free to consult with or be represented by other attorneys concerning any matter at the Plan Member's own expense. The Plan will not pay attorney's fees to any other attorney than the designated attorney.

V. - LEGAL SERVICES AVAILABLE

The Contributions of each Plan Member shall entitle the Plan Member to the following legal services provided in the State of Florida by a Designated Attorney:

- A. **Consultation** - Provided at Designated Attorney's office, by telephone or otherwise.
- ~~B. **Consumer-Seller Relationships** - Actions by consumer against manufacturers, distributors or service agencies when based on warranties or guarantees, whether implied or expressed.~~
- C. **Preparation of Wills and Living Wills, Durable Power of Attorney, Simple Trusts** - This coverage includes periodic review and revision of wills and also includes preparation of simple trusts, living wills, and durable powers of attorney.
- D. **Estate Planning** - Attorney will provide consultation and advice concerning planning the covered persons estates, including consultation with the members financial planners or accountants.
- E. **Civil Actions as Plaintiff** - This includes representation up to and including trial for all civil cases where there is a legitimate cause of action and is not a frivolous case.
- F. **Civil Actions as Defendant** - Representation of Plan Member as a defendant in all cases. This includes representation through trial. Where Plan Member is provided legal representation through other coverages, such as auto liability or homeowner's insurance, said coverages shall be primary and this plan's coverage secondary .

- G. **Adoptions** - Including step-parent and otherwise.
- H. **Real Estate Transactions** - Attorney will provide Plan Members with legal assistance in connection with the sale or purchase of a family dwelling which shall be used by Plan Member as a dwelling place. Excluded from Real Estate Transactions shall be time that may be required to examine title and the rendering of any opinion or policy of insurance guaranteeing title in respect to the transfer, mortgaging, or other disposition of real property.
- I. **Insurance Law** - Representation and consultation in all matters between the Plan Member and any insurance company with which the Plan Member has dealings or relations.
- J. **Landlord/Tenant Law**- Any matter concerning the lease or rental of the Plan Member's dwelling in Plan Member's capacity as tenant.
- K. **Traffic Violations** – Representation for non-criminal moving traffic violations.
- L. **Preparation of Legal Documents** - Preparation of normal and customary legal documents and legal forms.
- M. **Change of Name.**
- N. **Probate of Wills** - Representation in the appropriate court for judicial determination of death and heirship claims where Plan Member is Personal Representative, heir or beneficiary..
- O. **Defense of Juveniles** - Representation of Plan Member's minor (under age 18) dependant children in judicial proceedings.
- P. **Family Law** – Legal representation for family law matters including:
- | | |
|------------------------------|-------------------------------|
| 1. Uncontested Divorce | 2. Contested Divorce |
| 3. Child Support | 4. Child Custody |
| 5. Post Judgment Enforcement | 6. Post Judgment Modification |
| 7. Annulment | 8. Guardianships |
- Q. **Criminal Violations** – Representation for criminal misdemeanors with service available through trial in state courts.
- R. **DWI** - Representation for defense of Driving-While-Intoxicated charges, including driving with unlawful blood alcohol level: (DUBAL)
- S. **Personal Injury** – Including auto accidents, medical malpractice and similar causes of action.
- T. **Bankruptcy** - Chapter 7. Coverage includes consultation, preparation of petition and Schedules, attendance at 341 meeting of Creditors.
- U. **Immigration - Visa Extensions** - Defined as application for extension of any existing visas where eligible for said extensions.
Naturalization - Defined as advice, consultation, preparation and filing of applications for naturalization before the United States Bureau of Citizenship and Immigration Services.
Deportation (Now Known as Removal) - Advice, consultation and appearance before the U.S. Immigration Court to provide members with Defense of Removal actions and/or applications for Relief from Removal before the Immigration Judge.
All Immigration Matters Not Listed Above - All other Immigration matters to be provided to members at one-third (1/3) discount off attorney's normal hourly rate.
- V. **Business Law** – Legal advice and preparation for Plan Member for one(1) corporation, partnership, or similar business entity.
- W. **All other legal matters** – Designated Attorneys will provide legal representation for all other limited or non-covered legal matters for a 33 1/3% discount from their normal hourly

rates or fees.

VI. LEGAL SERVICES EXCLUDED

In addition, limited or no benefits are provided wherein the following circumstances are present:

- A. Business or commercial ventures of any nature to which Plan Member is a party. Services regarding matters resulting from your occupation, including business interest, transactions, pursuits and partnerships.
- B. Any controversy or proceeding between the U.S. Legal and any party to the Plan. Legal controversies involving Plan Member and Employer
- C. Any legal matter which occurs or is initiated prior to effective date of coverage (This includes the dates for which an infraction occurs, a document is filed with the court or an attorney is hired.)
- D. Preparing, completing, or filing of a federal, state, or local tax return or tax law.
- E. Appellate court proceedings are excluded. No coverage is provided in Federal Courts of the United States except for Bankruptcy provided herein.
- F. Felony crimes are excluded.
- G. Coverage for DWI limited to first offense only.
- H. Designated Attorneys are not required to provide legal services more than fifty (50) miles from their principal law office unless specific arrangements are agreed upon by Plan Member and Designated Attorney. Plan member may call U.S. Legal to determine if another Designated Attorney is available to represent Plan Member.
- I. Actions or disputes between you and your employer, or your employer's insurance carrier, unions, plan underwriter or any other party when coverage is prohibited by law.
- J. Workers' Compensation, unemployment compensation, class actions, interventions and Amicus Curiae.
- K. Matters relating to patents, copyrights or appeal proceedings.
- L. Duplication of services previously claimed in relation to same matter.
- M. Any legal proceeding in which Plan Member is entitled to legal representation or reimbursement for the costs thereof from any source other than this policy or another legal expense policy.
- N. Legal representation deemed by the Designated Attorney to be lacking merit or representation that is, in the judgment of the designated attorney, in violation of attorney ethics rules.

VII. GENERAL PROVISIONS

A. Court Costs (other than attorney's fee):

It is expressly understood that all costs incident to any legal matter including court filing fees, sheriff fees for service of summons or other process, deposition and discovery cost, fines, penalties, investigative fees, postage, costs of copying, long distance calls; or damages assessed will be borne and paid directly by the Plan Member.

B. Contingent Fee Agreements:

In the event the attorney assumes responsibility over any matter where the recovery of legal fees is provided by statute, by contract, contingent or otherwise, or by the nature of the claim, any attorney fees recovered shall be the property of the attorney. If the case is one which is to be handled according to contingent contract, however, the first \$1,000 shall be exempt from any fee. Designated Attorney will represent the Plan Member under a contingent fee arrangement where the contingent fee cannot exceed 25% of the net recovery if successfully resolved before or after trial, or cannot exceed 30% of the net recovery if successfully resolved only after an appeal. In any civil case in which attorney's fees are recoverable by contract, or by statute, then the Designated Attorney may enter a fee services agreement with the Plan Member, calling for a reasonable attorney's fee, as awarded by the Court in the action. The client will be obligated to pay the Designated Attorney a reasonable fee as determined by the Court in the litigation, contingent upon collection from the adverse party.

C. Number of Events Covered:

Plan Member shall be entitled to the benefits provided for in this Plan without limitation as to the number of events or the number of dependents of a Plan Member having recourse to such benefits.

D. Disclaimer:

The Plan Administrator, in the implementation of this plan, enters into agreements with numerous attorneys, who agree to provide stipulated services under the conditions contained in each type of agreement. In none of these instances does the Administrator stand in the position of guarantor as to the honesty, proficiency, accuracy, or resourcefulness of the individual practitioner or firm of practitioners of law. Accordingly, if any attorney to whom a Plan Member takes the legal matter performs or omits an act which may give rise to a claim for malpractice, the Plan Member's recourse is against the individual attorney or firm of attorney's handling that Plan Member's legal matter. Plan Member has the right to file a grievance with Florida Bar.

E. Alternative Benefit:

In the event Plan Member has need of legal services not provided by the Designated Attorney for the Plan Member, Plan Member should first contact U.S. Legal to determine the availability of another Plan Attorney ~~outside the area to conveniently and lawfully represent~~ Plan Member. Such attorney or law firm, if there is one in the area, must be one that bears a similar contractual relationship with U.S. Legal as does the Plan Member's Designated Attorney. The Plan Administrator will in no way become involved or interfere with the firm's handling of those cases that may arise by reason of the attorney-client relationship entered into when a Plan Member brings a legal matter to an attorney. However, in the event of complaints from Plan Members, Company will make an inquiry into the complaint or complaints. If it is determined that the firm or attorney has demonstrated an inability to handle the needs of all Plan Members, arrangements will be made for the transfer of such Plan Member to another attorney or law firm. Before any such action is taken, however, the attorney or firm will be given an opportunity to resolve the problem. In the event the Company does not have a Designated Attorney available for Plan Member, then in that event, Plan Member has the right to retain, at his or her own expense, except when the policy provides otherwise, any attorneys authorized to practice law in this State. If the Plan Member

is unable to find a Designated Attorney willing to perform services covered or if attorney is disqualified or otherwise unable to perform the services, the Company will provide an alternative benefit consisting of furnishing the services of an attorney selected and paid by the Company or paying the fee of an attorney selected by insured. This fee will not exceed the amount paid to a Designated Attorney contracted with the Company. If there is a disagreement between Plan Member and Company concerning the grounds for demanding the above alternative benefit, then an impartial arbiter will be selected and the decision shall be binding on both parties.

VIII. RESPONSIBILITIES OF THE PLAN ADMINISTRATORS AND PLAN ATTORNEYS

- A. The Attorney/client relationship of Attorneys providing services under this Plan shall be solely to their Plan Member-clients. Attorneys shall maintain the confidentiality of the attorney-client relationship in accordance with the Code of Professional Responsibility.
- B. In the event that a Plan Member terminates Membership in the Plan for any reason, or has Membership revoked, the legal services provided to the Plan Member and dependents shall be ended. In such event, as to any active matters, the Attorney involved shall complete the proceeding at the Plan Members expense, unless the Plan Member does not desire to be further represented by the Attorney involved or any other Attorney.
- C. In the event that a Plan Member terminates Plan Membership or it is revoked and even though such Plan Member does not have an active matter pending, or has not used any services of the Plan, such Plan Member shall not be entitled to a refund of monthly Plan Membership fees previously paid. Likewise, should a Plan Member or dependents discharge a Plan Attorney as to any active matter without terminating Plan Membership in the Plan, no refund shall be due. The entire basis of the Plan is to provide quality legal services at a low cost, and only by application of all fees collected can this be possible.
- D. Attorneys shall have the obligation to decline the representation of any Plan Member where the matter presented is deemed by the Attorney to be frivolous, spurious, or without merit, or where a conflict has developed between Attorney and covered Plan Member(s) to the extent that Attorney can not in good faith or pursuant to the Code of Professional Responsibility continue to represent said covered Plan Member(s).

IX. TERMINATION PROVISIONS

- A. The Company reserves the right to cancel this contract at anytime. If there are any unearned premiums, it will be returned within 10 days of the effective date of Cancellation.
- B. Plan Member has right to terminate this agreement at anytime by furnishing written notice to the Company.

- C. Where the representation of the Plan Member by a Designated Attorney will require services over a protracted period of time, the attorney will not be obligated to continue such representation unless payments are being made currently into the Plan. While the Plan undertakes to provide the widest array of services possible consistent with a modest participation fee, the Plan cannot work for the benefit of all, if a few thoughtlessly exploit its advantages. Accordingly, the Plan reserves the right to terminate or refuse Plan Membership of any person where Plan Membership is effected solely to exploit the advantages under the Plan. An attorney-client relationship comes into being at such time as the Plan Member chooses to employ the services of an attorney in the law firm to which the Plan Member is assigned.

**U.S. LEGAL
SERVICES, INC.**

**8825 Perimeter Park Blvd.
Jacksonville, Florida 32216-6350**

**(904) 737-3366
1-800-356-LAWS**

ENDORSEMENT I

US109A – Section VI – Legal Services Excluded; Item D –“ (1) shall have been fully paid for a minimum of 120 days and” are deleted from the policy.

ENDORSEMENT 6

Section VI – Legal Services Excluded: Replace Item D in policy with the following:

No legal matters under coverages for Family Law shall be covered or legal services provided until the party to whom benefits are available shall be fully paid and shall be limited to fifteen (15) hours during a calendar year. Any legal services required beyond this limitation shall be rendered by the attorney at a 33 1/3% discount from the attorney's normal and customary hourly rate.

Endorsement 7

PART III. PARTIES TO WHOM BENEFITS ARE AVAILABLE:

3. An unmarried child (including adopted and step child) under 25 years of age, whether or not living at the Plan Member's residence, who is dependent upon Plan Member for support and maintenance and is a full time student in high school, college, university, etc. (written proof from institution may be required) and is residing on or near such school in pursuit of such studies, providing such quarters are in a state where a Plan Attorney is available.
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